

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: Steven B. Johnson

Ch. 13: 22-50221

Debtor(s)

NOTICE OF MODIFIED PLAN (Pre-Confirmation)
AND CONFIRMATION HEARING

To: The Chapter 13 Trustee; the United States Trustee;
and to the other entities specified in Local Rule 3015-2:

1. Please take notice that the debtor has filed a modified plan.
2. A copy of the modified CH 13 plan is attached.
3. The Court will hold a hearing on confirming this modified plan at **9:15 o'clock a.m. on Wednesday, August 17, 2022 at Courtroom 2 515 West First St, Duluth, MN 55802** as soon thereafter as counsel may be heard.
4. Any objection to confirmation of this modified plan shall be delivered not later than 24 hours prior to the time and date set for the confirmation hearing or mailed not later than three days prior to the date set for the confirmation hearing.

/e/ Sam V. Calvert
Sam V. Calvert
1011 2nd St. North, Suite 107
St. Cloud MN 56303
320-252-4473
atty id # 1431X

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: Steven Bradley Johnson

Case No. 22-50221

CHAPTER 13 PLAN ☒ Modified

Dated July 20, 2022

Debtor.

In a joint case, debtor means debtors in this plan.**Part 1. NOTICE OF NONSTANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE:** Debtor must check the appropriate boxes below to state whether or not the plan includes each of the following items:

1.1	A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 16	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.2	Avoidance of a security interest or lien, set out in Part 16	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 16	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

Part 2. DEBTOR'S PAYMENTS TO TRUSTEE: The initial plan payment is due not later than 30 days after the order for relief, unless the court orders otherwise.

2.1 As of the date of this plan, the debtor has paid the trustee \$600.00 .

2.2 After the date of this plan, the debtor will pay the trustee:

Plan payment	Start MM/YYYY	End MM/YYYY	Total
\$600.00	07/2022	05/2025	\$21,000.00
TOTAL:			

2.3 The minimum plan length is ☒ 36 months or ☐ 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.

2.4 The debtor will also pay the trustee \$0.

2.5 The debtor will pay the trustee a total of \$21,600.00 [lines 2.1 + 2.2 + 2.4].

Part 3. PAYMENTS BY TRUSTEE AND TRUSTEE'S FEES: Prior to confirmation of the plan, the trustee will pay from available funds payments designated as Adequate Protection ("Adq. Pro.") under Parts 8 and 9 to creditors with claims secured by personal property. All other funds will be disbursed by the trustee following confirmation of the plan as soon as is practicable. The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee is not required to retain funds for any claim for which a proof of claim has not been timely filed and may disburse those funds to other claimants. The trustee may collect a fee of up to 10% of plan payments, or \$2,160.00 [line 2.5 x .10].

Part 4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES (§ 365): The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 7.

	Creditor	Description of property
4.1	none	
4.2		

Part 5. CLAIMS NOT IN DEFAULT: Payments on the following claims are current. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

	Creditor	Description of property
5.1	none	
5.2		

Part 6. HOME MORTGAGES IN DEFAULT (§§ 1322(b)(5) AND 1322(e)): The trustee will pay the amount of default listed in the proof of claim on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens. **All following entries are estimates.**

	Creditor	Amount of default	Monthly payment	Beginning in mo./yr.	# of payments	Remaining Payments	+ amount paid to date by Trustee (mod plan only)	Total payments
6.1	US Bank	\$964.00	\$450.00	Aug. 2022	2			\$694.00
6.2	City of St. Cloud (utilities)	\$563.11	\$450.00	June 2022	2			\$563.11
TOTAL:								\$1257.11

Part 7. CLAIMS IN DEFAULT (§§ 1322(b)(3) AND (5) AND 1322(e)): The trustee will pay the amount of default listed in the proof of claim in the amount allowed on the following claims. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any. **All following entries are estimates, except for interest rate.**

	Creditor	Amount of default	Interest rate (if any)	Beginning in mo./yr.	Monthly payment	# of payments	Remaining payments	+ amount paid to date by Trustee (mod plan only)	= Total payments
7.1	none								
TOTAL:									

Part 8. SECURED CLAIMS SUBJECT TO MODIFICATION (“CRAMDOW”) PURSUANT TO § 506 (§ 1325(a)(5)) The trustee will pay, the amount set forth in the “Total Payments” column below on the following secured claims if a proof of claim is filed and allowed. Notwithstanding a creditor’s proof of claim filed before or after confirmation, the amount listed in the secured claim amount column binds the creditor pursuant to 11 U.S.C. § 1327 and confirmation of the plan is a determination of the creditor’s allowed secured claim. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with FRBP 3012(c) controls over any contrary amount. Unless otherwise specified in Part 16, the creditors listed in this Part retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. § 1325(a)(5)(B)(i). Any allowed unsecured portion of the claim will be paid under Part, 12, Part 13, or Part 14.

	Creditor	Est. Claim amount	Secured claim amount	Int. Rate	Adq. Pro. (Check)	Beginning in mo./yr.	Monthly payment	# of Payments	Remaining payments	+ amount paid to date by Trustee (mod plan only)	= Total payments	
8.1	Magnifi Financial	\$8095.58	\$8095.58	5.59	<input checked="" type="checkbox"/>	6/22	\$45.00	4			\$8,868.60	
						10/22	\$290.00	32				
8.2					<input type="checkbox"/>							
TOTAL:											\$8868.60	

Part 9. SECURED CLAIMS EXCLUDED FROM § 506 AND NOT SUBJECT TO MODIFICATION (“CRAMDOW”) (§ 1325(a)) (910 vehicles and other things of value) The trustee will pay the amount of the allowed secured claim listed in the proof of claim at the interest rate set forth below. Any allowed unsecured portion of the claim will be paid under Part 12, Part 13, or Part 14. All following entries are estimates, except for interest rate. Unless otherwise specified in Part 16, the creditors listed in this Part retain the liens securing their allowed secured claims to the extent provided under 11 U.S.C. § 1325(a)(5)(B)(i).

Part 14. TARDILY-FILED UNSECURED CLAIMS: All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 6, 7, 8, 9, 10, 11, 12, and 13, will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed. Tardily filed claims remain subject to objection pursuant to 11 U.S.C. §502(b)(9).

Part 15. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY: The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and 1301(a) be terminated as to the surrendered collateral upon confirmation of the plan.

	Creditor	Description of property (including the complete legal description of real property)
15.1	none	

Part 16. NONSTANDARD PROVISIONS: The Trustee may distribute additional sums not expressly provided for herein at the trustee's discretion. Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any request by the debtor to modify a claim secured only by a security interest in real property that is the debtor's principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

a) Pursuant to 11 USC Sec.1305, a proof of claim may be filed by the IRS for taxes that become payable while the case is pending. The trustee shall only pay Section 1305 claims attributable to the taxable year in which the case concerning the debtor was filed, and only to the extent that funds are available.

b) Confirmation of the plan shall impose a duty on the holders or servicers of claims secured by liens on real property to apply the payments received from the trustee on the pre-petition arrearages, if any, only to such arrearages; and to apply the direct mortgage payments as set out in the note and mortgage. The holders or servicers of claims secured by liens on real property may send payment coupons or statements to the debtor. The holders or servicers of claims secured by liens on real property may negotiate with the debtor and implement mutually agreeable loan modification agreements.

c) Upon the granting of relief from the automatic stay, the trustee shall cease payments on account of the secured portion of the applicable claim. For any claim arising from the granting of relief from the automatic stay, surrender, foreclosure, repossession, or return of any collateral to any creditor listed in Parts 5, 6, 7, 8, 9, or 15 or non-standard provisions, for any reason, including plan modification, the trustee shall pay such claim as a general unsecured claim upon amendment of the applicable claim. Any alleged balance of any claim to such creditor shall be discharged upon the debtor(s) receiving a discharge in this case.

d) The debtor(s) shall send the Trustee each year during the Chapter 13 Plan copies of federal and state income tax returns at the time they are filed. The debtor(s) shall also promptly report to the Trustee the receipt of any federal and state tax refunds for the duration of this Chapter 13 case. The debtor(s) shall be entitled to retain the first \$1,200 (single debtor or single tax return filer) or \$2,000 (joint debtor or joint tax return filer), plus any earned income credit (EIC) or Working Family Credit. Any remaining amounts shall be turned over to the Chapter 13 trustee as additional plan payments.

SUMMARY OF PAYMENTS:

Class of payment	Amount to be paid
Payments by trustee [Part 3]	\$2160.00
Home mortgages in default [Part 6]	\$1257.11
Claims in default [Part 7]	\$0
Secured claims subject to modification (cramdown) pursuant to § 506 [Part 8]	\$8,868.60
Secured claims excluded from § 506 [Part 9]	\$0
Priority claims [Part 10]	\$4,058.00
Domestic support obligation claims [Part 11]	\$0
Separate classes of unsecured claims [Part 12]	\$0
Timely filed unsecured claims [Part 13]	\$5,256.29
TOTAL (must equal line 2.5)	\$21,600.00

Certification regarding nonstandard provisions:

Signed: / s / Steven B. Johnson
Debtor 1

I certify that this plan contains no nonstandard provision except as placed in Part 16.

Signed: /s/ Sam V. Calvert

Sam V. Calvert MN ID #1431X

Attorney for debtor

1011 2nd ST N STE 107

St. Cloud MN 56303

320-252-4473

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Steven B. Johnson
In re:

Case No. 22-50221

Debtor(s).

SIGNATURE DECLARATION

- ☐ PETITION, SCHEDULES & STATEMENTS
☐ CHAPTER 13 PLAN
☐ VOLUNTARY CONVERSION, SCHEDULES & STATEMENTS
☐ AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
☒ MODIFIED CHAPTER 13 PLAN
☐ OTHER: PLEASE DESCRIBE: _____

I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

1. The information I have given my attorney for the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
2. The Social Security Number or Tax Identification Number I have given to my attorney for entry into the court's Case Management/Electronic Case Filing (CM/ECF) system as a part of the electronic commencement of the above-referenced case is true and correct;
3. **[individual debtors only]** If no Social Security Number was provided as described in paragraph 2 above, it is because I do not have a Social Security Number;
4. I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration;
5. My electronic signature contained on the documents filed with the Bankruptcy Court has the same effect as if it were my original signature on those documents; and
6. **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: July 20, 2022

x

Signature of Debtor 1 or Authorized Representative

Steven B. Johnson

Printed name of Debtor 1 or Authorized Representative

x

Signature of Debtor 2

Printed Name of Debtor 2

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